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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**TOWN OF COEYMANS**

and the

**COUNCIL 82, AFSCME**

(Coeymans PBA)

**January 1, 2009 – December 31, 2010**

Received 2/16/10

## Collective Bargaining Agreement

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# **1 PREAMBLE**

## **1.1 Notice of Agreement**

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between Town of Coeymans, hereinafter referred to as the "Employer", and Council 82, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

**1.1.2 Prior Agreements:** This Collective Bargaining Agreement wholly replaces all prior collective bargaining agreements, memorandums of agreement, memorandums of understanding, or any other agreement made by and between the Employer and the Coeymans Police Benevolent Association or the Employer and Council 82.

# **2 MANAGEMENT RIGHTS**

## **2.1 Management Rights Clause**

**2.1.1** The rights and responsibilities to operate and manage the business and affairs of the Employer are vested exclusively in the Employer and the Employer not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Employer unless expressly provided otherwise in this collective bargaining agreement.

# **3 UNION RIGHTS**

## **3.1 Recognition**

**3.1.1 Recognition:** The Employer recognizes the Union as the exclusive collective-bargaining representative with respect to all terms and conditions of employment for employees identified in 3.2.1, below.

## **3.2 Definition of Bargaining Unit**

**3.2.1 Inclusion:** Included in the bargaining unit are all full-time and part-time police officers and telecommunicators in the Town of Coeymans Police Department.

**3.2.2 Exclusion:** Excluded from the bargaining unit are the Chief of Police, a person acting as the operational head of the department, all sworn officers above the rank of Sergeant (including "1<sup>st</sup> Sergeant"), secretary to the Chief of Police, "Senior Telecommunicator / Clerk", clerical employees, and all temporary personnel as defined in 3.2.5, below. The "Senior Telecommunicator / Clerk" may perform the work of a telecommunicator as needed.

**3.2.3 Full-time:** For the purposes of this collective bargaining agreement, a full-time employee shall mean and refer to an employee who is regularly scheduled to work a minimum of forty hours per week.

**3.2.4 Part-time:** For the purposes of this collective bargaining agreement, a part-time employee shall mean and refer to an employee who is regularly scheduled to work less than forty hours per week or an employee who is called in to work on an "as-needed" basis.

**3.2.5 Temporary:** A temporary employee shall mean and refer to someone employed to work either on a given project for a specified period or to fill in for someone who is on a leave of absence. Temporary personnel shall not be covered by this collective bargaining agreement.

**3.2.6 Unit Clarification:** Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

**3.2.7 Definition of Employee:** Hereinafter, the word "employee" shall mean and refer to an employee serving in a job classification included in the bargaining unit.

## **3.3 Union Membership/Agency Shop**

**3.3.1 Union Membership:** An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Employer and the Employer shall deduct and remit the dues in accordance with 3.3.3, below.

**3.3.2 Agency Shop:** An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Employer shall deduct and remit the service fee in accordance with 3.3.3, below:

**3.3.3 Dues/Fees:** The Employer shall deduct membership dues or agency shop fees, as the case may be, from the pay of each employee at the close of each pay period and remit the sum to Council 82. The Union shall notify the Employer of the amount to be deducted.



**3.3.4 Membership List:** With each transfer of dues and/or agency shop fees the Employer shall include the names, addresses, social security numbers, job title, and base wage of all employees in the bargaining unit.

**3.3.5 Indemnification Clause:** The Union hereby agrees to indemnify the Employer and hold the Employer harmless from all claims, damages, or costs of any kind which may occur from the deduction of membership dues or agency shop fees, including the transmission of membership dues and agency shop fees.

### **3.4 Leave for Grievances and Hearings**

**3.4.1 Eligible Employees:** Only one employee designated by the Union shall be allowed release time, without loss of pay or leave credits, for the following activities: to investigate and present grievances; to attend grievance arbitration hearings; to attend conferences and hearings of the New York State Public Employment Relations Board.

**3.4.2 Requests for Release Time:** Requests for the use of release time shall be made to the Chief of Police as far in advance as possible. Requests shall not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until the Chief of Police has approved the request and agreed to the duration and other terms of the leave.

### **3.5 Leave for Negotiations**

**3.5.1 Eligible Employees:** Up to two employees designated by the Union shall be allowed release time, without loss of pay or leave credits, to participate in collective-bargaining negotiations scheduled by the Employer and the Union. If the scheduled negotiations is at a time when the employee is scheduled not working, the employee shall not be entitled to pay.

**3.5.2 Requests for Release Time:** Requests for the use of release time shall be made to the Chief of Police as far in advance as possible. Requests shall not be unreasonably denied.

### **3.6 Bulletin Boards**

**3.6.1. Location:** The Employer shall provide space for a bulletin board in an accessible place for the posting of Union notices and matters relating to Union business.

### **3.7 Meeting Rooms**

**3.7.1 Access:** The Union may use Town facilities for membership meetings, provided the room is available. The Union shall obtain prior approval from the Chief of Police or the Town Supervisor.

### **3.8 Access to Employer Premises**

**3.8.1 Union Representatives:** Representatives of Council 82 and AFSCME shall be allowed access to the Employer's premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Chief of Police or the Town Supervisor.

## **4 EMPLOYEE RIGHTS**

### **4.1 Personnel File**

**4.1.1 Employee Access:** An employee may review and copy the contents of the employee's own personnel file. The employee must make an appointment with the Chief of Police. Someone authorized by the Chief of Police or the Town Supervisor must be present when the employee inspects the file. The employee may not place or remove any material in the employee's personnel file without the expressed approval of the Chief of Police or the Town Supervisor.

**4.1.2 Union Access:** With the written consent of the employee, a representative of the Union shall be allowed to review and copy the contents of the employee's personnel file. The representative must make an appointment with the Chief of Police. Someone authorized by the Chief of Police or the Town Supervisor must be present when the representative inspects the file. The representative may not place or remove any material in the employee's personnel file without the expressed approval of the Chief of Police or the Town Supervisor.

**4.1.3 Change in Status:** An employee must immediately notify the Chief of Police of a change of name, address, telephone number, marital status, number of dependents, beneficiary designations, and who to notify in case of an emergency.

### **4.2 Seniority (full-time employees)**

**4.2.1 Title Seniority:** Seniority shall be determined by a full-time employee's length of continuous service with the Town of Coeymans Police Department in a specific title.

**4.2.2 Computation of Seniority:** For the purpose of calculating the length of service of a regular full-time employee, one year shall be credited for each year of service beginning on the employee's initial date of hire.

**4.2.3 Same Length of Service:** In the event two or more employees have the same length of service, the employee with the earliest day of hire shall have greater seniority. In the event two or more employees with the same length of service have the same date of hire, such employees shall have their individual seniority determined by lot.

**4.2.4 Leave of Absence:** An employee shall not accrue seniority while the employee is on an unpaid leave of absence, (refer to Article 11, below), or while the employee is in layoff status. Such leave shall not be considered as a break in "continuous service", however, in the event an employee has been on an unpaid leave of absence or in lay-off status for more than thirty calendar days, the employee's anniversary date will be advanced by the number of days equal to the leave.

**4.2.5 Sergeant Reinstated as Police Officer:** Notwithstanding the provisions of 4.2.1 above, a Sergeant who is reinstated as a police officer will be credited with the time served as a sergeant for the purposes of determining seniority.

### **4.3 Layoff Procedure**

**4.3.1 First to be Laid Off:** In the event of a reduction in the number of full-time positions in a job title within the bargaining unit, the full-time employee within the affected job title will be laid off in accordance with the rules and regulations of the Albany County Civil Service.

In the event of a reduction in the number of part-time positions in a job title within the bargaining unit, the first part-time employee within the affected job title to be laid off will be at the sole discretion of the Chief of Police.

**4.3.2 Bumping Rights:** A full-time employee may bump a part-time employee. A part-time employee has no bumping rights.

### **4.4 Recall Procedure (full-time employees)**

**4.4.1 Recall to Same Job Title:** In the event there is a vacancy that the Employer intends to fill in the job title where a layoff occurred, the laid-off full-time employee who was within the affected job title will be recalled in accordance with the rules and regulations of the Albany County Civil Service. A part-time employee has no recall rights.

**4.4.2 Notice of Recall:** The Employer shall notify the laid-off employee of recall by certified letter sent to the employee's last known address. Except as otherwise set forth in the rules and regulations of the Albany County Civil Service, if the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

**4.4.3 Change of Address:** An employee who has been laid off must notify the Chief of Police, in writing, of any change of address or telephone number.

## **5 DUE PROCESS PROCEDURES**

### **5.1 Grievance Procedure**

**5.1.1 Definition:** For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

**5.1.2 Step One - Formal Grievance:** The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Chief of Police within fourteen calendar days from knowledge of the alleged grievance, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Chief of Police shall meet with the designated representative of the Union and the aggrieved employee(s). Within seven calendar days after the meeting, the Chief of Police shall issue a written response to the grievance, which shall be given to the designated representative of the Union.

**5.1.3 Step Two – Appeal:** In the event the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor, or designee. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within seven calendar days after receiving the appeal, the Town Supervisor, or designee, shall meet with the designated representative of the Union. Within seven calendar days after the meeting, the Town Supervisor, or designee, shall issue a written response to the grievance, which shall be given to the designated representative of the Union.

**5.1.4 Step Three - Binding Arbitration:** In the event the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor, or designee, within fourteen calendar days of receiving the response from the Step Two response or when the Step Two response should have been received.

**5.1.5 Selection of Arbitrator:** Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Employer and the Union and published in a memorandum of agreement. The Town Supervisor, or designee, shall contact each of the five arbitrators on the panel and select that arbitrator who is able to conduct the arbitration hearing at the earliest date.

**5.1.6 Conduct of Arbitration:** All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

**5.1.7 Costs of Arbitration:** The Employer and the Union shall share the cost of the arbitrator equally.

## **5.2 Probationary Period (new hires)**

**5.2.1 Length of Probationary Period (Full-time Employees):** The probationary period for a full-time employee will be in accordance with the rules and regulations of the Albany County Civil Service.

**5.2.2 Length of Probationary Period (Part-time Employees):** Except as otherwise provided in the rules and regulations of the Albany County Civil Service, the probationary period for a part-time employee shall be for fifty-two weeks. The length of the probationary period may be extended in accordance with the rules and regulations of the Albany County Civil Service.

**5.2.3 Failure to Successfully Complete Probationary Period:** In the event the employee's performance or conduct is not satisfactory, the Employer may dismiss the employee from employment at any time after the completion of the minimum probationary period and before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. For promotions and transfers, refer to 8.3.1, below.

### **5.3 Disciplinary Procedure**

**5.3.1 Discipline for Just Cause:** The Employer shall not subject an employee who has completed probation, as defined in 5.2.1 or 5.2.2, above, to any disciplinary action and/or penalty, except for just cause.

**5.3.2 Rights to Union Representation:** An employee who is called for purposes of investigating a matter that could lead directly to the employee's discipline, may, upon request, have a representative of the Union present during the interrogation.

**5.3.3 Notice of Discipline:** The Employer shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the designated Union Steward.

**5.3.4 Disciplinary Hearing:** In the event the Union disagrees with the disciplinary action, the Union may appeal the matter to the Town Supervisor, or designee. The appeal must be submitted, in writing, within seven calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor, or designee, shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor, or designee, shall issue a written response, which shall be given to the designated representative of the Union.

**5.3.5 Appeal of Disciplinary Action:** In the event the Union is not satisfied with the response of the Town Supervisor, or designee, the Union may submit the matter to arbitration. The demand for arbitration must be filed with the Town Supervisor, or designee, within seven calendar days of receiving the response from the Town Supervisor, or designee, or when the response should have been received.

**5.3.6 Selection of Arbitrator:** Selection of the arbitrator shall be made from an established panel of five arbitrators. The panel of arbitrators shall be established by mutual agreement between the Employer and the Union and published in a memorandum of agreement. The Town Supervisor shall contact each of the five arbitrators on the panel and, in concurrence with the Union, select that arbitrator who is able to conduct the arbitration hearing at the earliest agreeable date, but in no event longer than sixty calendar days. In the event the disciplinary arbitration hearing cannot be held at the agreed upon date due to the inability of the employee or the Union to be present at the hearing, any arbitration award that provides for repayment of lost wages or benefits shall not include that period from the time the arbitration hearing was initially scheduled and the date the arbitration hearing is actually held.

**5.3.7 Conduct of Arbitration:** All decisions rendered by the arbitrator shall be final and binding upon all parties. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law.

**5.3.8 Costs of Arbitration:** The Employer and the Union shall share the cost of the arbitrator equally.

**5.3.9 Civil Service Rights:** The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

## **6 HOURS OF WORK**

### **6.1 Scheduled Hours of Work**

**6.1.1 Normal Hours of Operation:** The Town Board will establish the days and hours the Police Department will conduct business and/or perform services.

**6.1.2 Individual Work Schedules:** The Chief of Police will establish an employee's scheduled days and hours of work to meet the particular needs and requirements of the department. Quarterly, or as otherwise determined by the parties, each full-time employee will be allowed to bid the scheduled hours (shift) based on the employee's seniority at least every three months or as often as every month for emergency situations as decided by the Chief of Police after consultation with the union.

The monthly work schedule shall be posted at least fourteen calendar days prior to the effective date. The work schedule shall indicate the days and hours each employee is assigned to work within a given month.

**6.1.3 Duty to Work:** An employee must be in uniform, ready, and able to work at the time the employee is scheduled to begin work unless the employee is excused from work in accordance with the leave provisions set forth in this collective bargaining agreement (specifically, holiday leave, vacation leave, sick leave, personal leave, bereavement leave, or jury duty leave), or a prearranged documented leave of absence as provided for under federal or state law. Any other absence, late arrival, or early quit will be considered to be an unexcused absence. An employee's employment with another employer will not be accepted as an excuse not to work the employee's scheduled hours of work.

**6.1.4 Availability (Part-time Employees Only):** The Chief of Police will make every effort to accommodate a part-time employee's other employment when developing the work schedule. Each part-time employee must provide a minimum of sixty-four hours availability each month for open shifts on the schedule, which must include at least two of the following dates: Friday, Saturday, Sunday, and/or holiday to include all shifts. The final determination of scheduling shall be made by the Chief, or designee. Notice of availability for the upcoming calendar month must be submitted in writing to the Chief of Police no later than the 10<sup>th</sup> day of each month. In the event a part-time employee fails to provide the minimum availability as required, unless duly excused by the Chief of Police, the Employer may discipline the employee in accordance with the disciplinary procedure within this collective bargaining agreement.

**6.1.5 Schedule Changes:** The Employer may not unilaterally change an employee's regular work schedule in a given week for the sole purpose of avoiding the payment of overtime.

An employee may "swap" with another employee in the same job title to work the employee's scheduled shift, provided the "swap" does not cause either employee to work over forty hours in a given workweek. The Chief of Police must approve such arrangements.

## **6.2 Additional Hours of Work**

**6.2.1 Overtime:** The Chief of Police, or designee, may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the Chief of Police before working additional hours.

**6.2.2 Procedure for Assigning Additional Hours:** In the event there is a need to assign an employee in a given job title (e.g. police officer or telecommunicator) to work additional hours, the opportunity to work will be offered on a rotating basis to part-time employees in that job title.

In the event no part-time employee accepts the opportunity, the opportunity to work may be offered on a rotating basis to full-time employees in that job title.

In the event no full-time employee in the job title accepts the opportunity, the additional hours may be assigned on a rotating basis to employees in the job title (full-time or part-time) who are currently on duty and such employee shall be required to work.

The decision to assign additional hours of work to part-time officers but not full-time officers; or to police officers but not sergeants, shall be solely up to the discretion of the Chief of Police.

## **6.3 Time Records**

**6.3.1 Recording of Time:** An employee must record all hours worked. The time record must indicate the time the employee began work and ended work.

**6.3.2 Method of Recording Time:** The Employer shall have sole discretion in determining the method to be utilized for recording employee work hours. Any changes in the method for recording time shall not be subject to the Grievance Procedure or to collective bargaining.

## **6.4 Notification of Absence**

**6.4.1 Notification:** In the event an employee is unable to report to work, the employee must notify the Chief of Police, or designee, as soon as possible, but not later than two hours before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use paid sick leave or personal leave for the absence. The employee must notify the Chief of Police, or designee, each day of the absence and state the reason for the absence. In the event the absence is due to an extended illness or injury the requirement of a daily notice may be waived.

**6.4.2 Early Departure:** In the event an employee must leave work during the workday, the employee must notify and receive approval from the Chief of Police, or designee, prior to leaving.

## **7 PERFORMANCE APPRAISAL**

### **7.1 Purpose**

**7.1.1 Purpose and Criteria:** The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria which properly reflects the employee's performance.

### **7.2 Procedure**

**7.2.1 Frequency:** An employee will be formally evaluated at least once each year on a date determined by the Chief of Police. Informal evaluations will occur on an as needed basis. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the Employer's right to perform such evaluations at any time in the future.

**7.2.2 Post-evaluation Conference:** After an evaluation, the Chief of Police, or the Chief's designee, will meet with the employee to review the employee's performance appraisal report.

**7.2.3 Deficiencies:** Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

**7.2.4 Employee Reply:** An employee's written reply, if any, will be attached to the performance appraisal report.

## **8 VACANCIES & PROMOTIONS**

### **8.1 Notification of Vacancies**

**8.1.1 Posting:** In the event there is a vacancy in a new or existing position in the bargaining unit which the Employer intends to fill, the position will be advertised and/or posted on the Union bulletin board.

**8.1.2 Application:** Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by filing an application prior to the last filing date. In the event that operational needs require the immediate filling of the vacancy, a temporary appointment may be made.

### **8.2 Appointment to Vacancies**

**8.2.1 Selection:** In the event there is a vacancy in a new or existing job title within the bargaining unit, the Employer shall have sole discretion in filling the vacancy.



### **8.3 Probationary Period (Promotion/Transfer)**

**8.3.1 Duration:** Except as otherwise set forth in the rules and regulations of the Albany County Civil Service, an employee who is promoted or transferred into a new position shall be placed on probation for a period of fifty-two weeks. At any time during this period, the Employer may rescind the promotion or transfer and the employee shall be reinstated to the employee's previous position. At any time during the probationary period, the employee may retreat to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

## **9 COMPENSATION**

### **9.1 Wages**

**9.1.1 Pay Schedule:** The schedule set forth in Appendix A will be the applicable schedule for the period January 1, 2009 through December 31, 2010, which reflects increases for full-time employees of three percent on January 1, 2009 and two and one-half percent on January 1, 2010. The schedule reflects increases for part-time employees of three percent on January 1, 2009 and one and one-half percent on January 1, 2010.

### **9.2 Schedule Placement**

**9.2.1 New Hires:** A newly hired employee will receive the entry rate of pay for the position.

**9.2.2 Step Increments:** A full-time employee shall advance to the next higher step for the employee's position on the employee's anniversary date, provided the employee has not received an unsatisfactory evaluation. In the event an employee has been on an unpaid leave of absence or in layoff status for more than thirty calendar days, the employee's anniversary date will be advanced by the number of days equal to the leave.

A part-time employee shall advance to the next higher step for the employee's position after the employee has completed 1040 hours of paid work, provided the employee has not received an unsatisfactory evaluation.

**9.2.3 Promotions:** An employee who is promoted to a position with a higher pay scale will receive the entry rate of pay for that position. However, if the entry rate of pay for that position is lower than or equal to the employee's present rate of pay, the employee shall receive the next higher rate of pay for that position.

**9.2.4 Downgrades:** An employee who has "bumped" or transferred into a lower paying position shall receive the rate of pay at the job rate of pay for that position.

### **9.3 Premium Pay for Overtime**

**9.3.1 Authorization:** An employee must receive prior approval from the Chief of Police before working beyond the employee's normal workday or workweek.

**9.3.2 Overtime Rate:** A full-time employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. A part-time employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given workweek. All mandated overtime will be rounded up to the nearest hour.

**9.3.3 Credit for Paid Leave:** Vacation leave, sick leave, and personal leave will be included as time worked in the computation of overtime. Holiday pay, bereavement leave, jury duty leave, and all military leave will not be included as time worked in the computation of overtime.

**9.3.4 Compensatory Time:** *During the remainder of calendar year 2010, the provisions set forth in 9.3.4 below will be suspended and, therefore, an employee will not be allowed to convert overtime hours worked into compensatory leave.*

A full-time employee will have the option of receiving "compensatory time" in lieu of paid overtime. In any calendar year, an employee may convert a maximum of forty hours of overtime into sixty hours in compensatory leave credits. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

An employee must receive prior approval from the Chief of Police, or designee, to use compensatory leave credits. The Chief of Police, or designee, will have total discretion in the approval of compensatory time off.

An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

Upon request, the parties will "re-open" negotiations to consider increasing the number of overtime hours that can be converted to compensatory leave credits.

### **9.4 Detective Differential**

**9.4.1 Compensation:** In the event the Chief of Police assigns a police officer to perform detective duties, the officer will receive a differential of one dollar per hour added to officer's base wage for the duration of the assignment.

### **9.5 Matron Differential**

**9.5.1 Compensation:** In the event the Chief of Police assigns a telecommunicator to perform matron duties, the telecommunicator will receive a differential of thirty-five cents per hour added to the telecommunicator's base wage, while on duty, for the duration of the assignment.

## **9.6 Court Time**

**9.6.1 Town Court:** In the event a full-time employee is required, in connection with the employee's duties, to appear in Town Court, which is in addition to and does not attach to the employee's regular working hours, the employee will be guaranteed at least two hours of work. In the event the employee does not work for the full two hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

**9.6.2 Village Court:** In the event a full-time employee is required, in connection with the employee's duties, to appear in Village Court, which is in addition to and does not attach to the employee's regular working hours, the employee will be guaranteed at least three hours of work. In the event the employee does not work for the full three hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

**9.6.3 County Court / Grand Jury:** In the event a full-time employee is required, in connection with the employee's duties, to appear in County Court or before a Grand Jury, which is in addition to and does not attach to the employee's regular working hours, the employee will be guaranteed at least three hours of work. In the event the employee does not work for the full three hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

**9.6.4 Call-In:** In the event a full-time employee is called in to work for duty, which is in addition to and does not attach to the employee's regular working hours, the employee will be guaranteed at least three hours of work. In the event the employee does not work for the full three hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay. In the event the duties to which the officer was recalled to last less than three hours, the employee may be required to perform any other duty, as directed by the Chief of Police, for the remainder of the three hours.

**9.6.5 Start Time:** The pay for an employee who is called out for court or call-in duty will begin when the employee arrives at the police station or the assigned reporting place.

## **9.7 Officer In Charge**

**9.7.1 Officer in Charge:** At the sole discretion of the Chief of Police, a police officer appointed to function as "Officer in Charge" will be paid an additional \$1.00 per hour when utilized in this position.

## 10 PAID LEAVE

### 10.1 Holidays

**10.1.1 Holiday Pay:** A full-time employee will receive an amount equal to ninety-six hours times the employee's regular rate for the holidays listed below:

- New Year's Day
- Memorial Day
- Columbus Day
- Thanksgiving Day
- Martin Luther King Day
- Independence Day
- Election Day
- Day after Thanksgiving
- Presidents' Day
- Labor Day
- Veterans' Day
- Christmas Day

**10.1.2 Payment Schedule:** Holiday pay, as described in 10.1.1, will be paid in the following manner: one-half of the total amount will be paid in a separate check in the first pay day in June and the remaining amount will be paid in a separate check in the first pay day in December.

**10.1.3 Assigned to Work on a Holiday:** A full-time employee or part-time employee who does work on January 1<sup>st</sup>, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, or December 25<sup>th</sup> will be paid for all hours worked at one and one-half times the employee's regular rate of pay.

A full-time employee or part-time employee who does work on New Years' Day observed other than January 1<sup>st</sup>, Martin Luther King Day (observed), President's Day, Independence Day observed other than July 4<sup>th</sup>, Columbus Day, Election Day, Veterans' Day, the Day after Thanksgiving, or Christmas Day observed other than December 25<sup>th</sup> will be paid for all hours worked at the employee's regular rate of pay.

### 10.2 Vacation Leave

**10.2.1 Allowance (Accrual System):** A full-time employee will be credited with paid vacation leave on a bi-weekly basis starting from the date of hire in accordance with the following schedule. An employee may take vacation leave only after it has been credited. A newly hired employee may not use accumulated vacation leave credits until after completion of six months of service. A part-time employee is not eligible for paid vacation leave but may be allowed to take time off without pay provided the employee has prior approval from the Chief of Police.

	CREDITS PER PAY PERIOD
Upon hire	4 hours (equals 104 hours/year)
Upon start of 3 <sup>rd</sup> year of service	5 hours (equals 130 hours/year)
Upon start of 6 <sup>th</sup> year of service	6 hours (equals 156 hours/year)

For example, an employee who has completed two years of continuous service on February 26<sup>th</sup> will see an increase in the number of hours credited from four hours per pay period to five hours per pay period in the pay period following February 26<sup>th</sup>; similarly, an employee who has completed six years of continuous service on September 5<sup>th</sup> will see an increase from five hours per pay period in the pay period following September 5<sup>th</sup>.

**10.2.2 Accrual During Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of six days in a given fourteen day pay period. The employee's anniversary date shall be extended for a period equivalent to the time of the unpaid leave of absence.

**10.2.3 Accumulation:** An employee may accumulate vacation leave credits to a maximum of two hundred and eighty hours (thirty-five eight-hour days). Any vacation credits in excess of two hundred and eighty hours will be paid out at the employee's then current rate of pay. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

**10.2.4 Scheduling:** Vacation leave credits may be used in half-day increments. An employee must receive prior approval from the Chief of Police to take vacation leave. The request must be submitted, in writing, to the Chief of Police as far in advance as possible. The Chief of Police will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

**10.2.6 Termination of Employment:** An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive payment for unused vacation leave. In the event of an employee's death, the employee's estate shall receive the payment for unused vacation leave.

### **10.3 Sick Leave**

**10.3.1 Allowance:** A full-time employee will be credited with four hours of paid sick leave each pay period. An employee may take paid sick leave only after it has been credited. A part-time employee is not eligible for paid sick leave but may be allowed to take time off without pay provided the employee has prior approval from the Chief of Police.

**10.3.2 Accrual During Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of six days in a given fourteen day pay period.

**10.3.3 Accumulation:** An employee may accumulate sick leave credits to a maximum of sixteen hundred hours (200 eight-hour days). Any sick leave credits in excess of sixteen hundred hours will be cancelled.

**10.3.4 Use of Sick Leave:** Sick leave credits must be used in two-hour increments; for example, if an employee takes sick leave one hour before the end of the employee's shift, the employee's sick leave credits will be charged for two hours. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours.

**10.3.5 Family Sick Leave:** An employee may use sick leave credits for family illness or injury if the employee must provide direct care to an immediate family member. The employee may use up to forty hours of sick leave credits for family sick leave, which will be subtracted from the employee's accumulated sick leave credits. [See 10.5.1, below, for "serious illness"]. In the event the employee must be absent from work beyond a continuous forty hours, the employee should apply for leave under the Family and Medical Leave policy. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

**10.3.6 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify the Chief of Police, or designee, no later than two hours before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use paid sick leave for the absence. The employee must notify the Chief of Police, or designee, each day of the absence. In the event the absence is due to an extended illness or injury the requirement of a daily notice will be waived.

**10.3.7 Medical Verification:** The Employer may require medical verification of an employee's absence if the Employer perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee's regular work duties and that the employee is cleared to resume the employee's normal duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

**10.3.8 Return to Work:** After an extended leave due to an injury or illness, the Employer may require medical verification of an employee's ability to perform the employee's essential job duties. Upon such request, the employee must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the Chief of Police and the Town Supervisor will determine whether the employee will be allowed to return to work.

**10.3.9 Retirement Credit:** Upon retirement, an employee who retires from the Town of Coeymans and is eligible for a retirement benefit from the state retirement system may use up to one hundred and sixty five days of the employee's accumulated sick leave credits to increase service credit toward retirement.

**10.3.10 Termination of Employment:** An employee who resigns, retires, is laid off, or whose employment is terminated for any other reason will not receive payment for unused sick leave credits.

**10.3.11 Sick Leave Incentive:** Employees utilizing zero days from January 1 to December 31 of each year will be paid \$500.00 in January of the following year.

## 10.4 Personal Leave

**10.4.1 Allowance (front-loaded):** A regular full-time employee will be credited with thirty-two hours of paid personal leave on January 1<sup>st</sup> of each year for use during the following twelve months. An employee may take paid personal leave only after it has been credited. A part-time employee is not eligible for paid personal leave but may be allowed to take time off without pay provided the employee has prior approval from the Chief of Police.

**10.4.2 New Employees:** An employee who is hired during the first quarter will be credited with thirty-two hours of paid personal leave. An employee who is hired during the second quarter will be credited with twenty-four hours of paid personal leave. An employee who is hired during the third quarter will be credited with sixteen hours of paid personal leave. An employee who is hired during the fourth quarter will be credited with eight hours of paid personal leave.

**10.4.3 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

**10.4.4 Scheduling:** An employee may take personal leave to conduct personal business that cannot be conducted outside of normal working hours and for other personal reasons. Personal leave credits may be used in two-hour increments; for example, if an employee takes personal leave one hour before the end of the employee's shift, the employee's personal leave credits will be charged for two hours. An employee must receive prior approval from the Chief of Police to take personal leave. The request must be submitted, in writing, to the Chief of Police as far in advance as possible. The Chief of Police will have total discretion in the approval of personal leave.

**10.4.5 Termination of Employment:** An employee who resigns, retires, is laid off, or whose employment is terminated for any other reason will not receive payment for unused personal leave credits.

## 10.5 Family Sick Leave and Bereavement Leave

**10.5.1 Allowance:** In the event of a serious illness or death of a full-time employee's immediate family member, the employee may use up to one hundred and twenty hours of the employee's sick leave credits (fifteen eight-hour days) in a calendar year. A part-time employee may be allowed to take time off without pay provided the employee has prior approval from the Chief of Police.

**10.5.2 Bereavement Leave (Immediate Family):** In the event of a death of a regular full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (including step & foster)
- Spouse's Parent

**10.5.3 Bereavement Leave (Extended Family):** In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandparent

**10.5.4 Extended Leave:** An employee may use accumulated vacation leave credits and/or personal leave credits to extend family sick leave or bereavement leave. The Chief of Police will have total discretion in the approval of such extended leave.

**10.5.5 Part-Time Employees:** A part-time employee is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the employee has prior approval from the Chief of Police.

## **10.6 Jury Duty Leave**

**10.6.1 Leave of Absence:** In the event a full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

**10.6.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Chief of Police.

**10.6.3 Return to Duty:** In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

## **11 UNPAID LEAVE**

### **11.1 Leave of Absence**

**11.1.1 General Terms:** Subject to the approval of the Town Board, an unpaid leave of absence shall be available to a full-time employee for personal reasons including, but not limited to, personal illness and family responsibilities. The Town Board shall have sole discretion in setting the terms and conditions of the leave of absence.

**11.1.2 Employee Benefits:** In accordance with federal law, an employee shall continue to be eligible for medical insurance coverage provided the employee makes the full premium payments. Accruals for leave and all other benefits shall be suspended.



**11.1.3 Return to Work:** In the event the employee's previous job cannot be vacated upon return, the employee will be given the first position open in an equal or lower position, provided the employee is qualified to perform the job duties. An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

**11.1.4 Change in Status:** If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.

## **12 INSURANCE**

### **12.1 Medical & Hospital Insurance**

**12.1.1 Coverage:** The Employer will make available major medical, hospital, and surgical insurance, and a prescription drug plan, to each eligible full-time employee and the employee's eligible family. In no event shall the Employer be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any bill or expense which is not covered or reimbursed by the medical insurance plan, unless such bill or expense is a physical examination or test that was mandated by the Employer.

Coverage will begin on the first of the month following one month of continuous employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service (IRS) and the insurance carrier.

**12.1.2 Change in Insurance Plans:** The Employer may change the insurance carrier and/or offer alternative plans in place of the current plan, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

**12.1.3 Premium Payment:** Effective January 1, 2008, the Employer will pay the eighty percent of the medical insurance premium for one-person, two-person, or family coverage, as the case may be. Effective March 1, 2010, the Employer will pay the seventy-five percent of the medical insurance premium for one-person, two-person, or family coverage, as the case may be.

### **12.2 Dental Plan**

**12.2.1 Dental Plan:** A dental plan will be made available through the Civil Service Employees Association Employee Benefit Fund for regular full-time employees in accordance with the plan's participation agreement. The current level of benefits is the "Sunrise" plan. The effective date of coverage will begin in accordance with the rules and procedures established by the plan. In no event will the Employer be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any dental bill or expense which is not covered or reimbursed by the dental plan.

**12.2.2 Dental Premium Payment:** The Employer will pay one hundred percent of the cost of the monthly premium for an eligible employee for individual coverage. In the event the employee elects two-person coverage, the employee must pay thirty percent of the difference between the premium for individual coverage and two-person coverage. In the event the employee elects family coverage, the employee must pay forty percent of the difference between the premium for individual coverage and family coverage. The employee's contribution to the dental plan premium will be deducted from the employee's regular paycheck.

### **12.3 Eye Glasses**

**12.3.1:** Members will receive the present eye glass benefit that is offered by the Town.

### **12.4 Flexible Spending Account**

**12.4.1 Summary:** The Employer will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Service Code to each full-time employee, provided the employee meets all eligibility requirements for medical insurance. The Employer will pay the administrative costs of the program.

### **12.5 Medical Insurance Buy-Out**

**12.5.1 Eligibility:** An employee who is eligible for medical insurance coverage made available through the Employer may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this buy-out.

**12.5.2 Amount of Buy-Out:** The employee will receive forty percent of the Town's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Town is contributing 75% of a \$14,000 premium for family coverage, or \$10,500, the amount of the buy-out would be 40% of \$10,500, or \$4200. The buy-out is subject to applicable taxes.

**12.5.3 Method of Payment:** Partial payment of the buy-out will be made in June and in December of each year the employee is eligible for the buy-out.

**12.5.4 Reinstatement:** In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Employer. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

## **12.6 Workers' Compensation Insurance**

**12.6.1 Summary:** The Employer will make available a Workers' Compensation plan for job related injury or illness, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee. The insurance company makes the determination of whether an employee is eligible for Workers' Compensation benefits. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**12.6.2 Plan:** The Employer may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

**12.6.3 Reporting of Injury:** An employee must immediately report an injury or illness to the Chief of Police. Thereafter, the employee must submit a written report of the injury or illness within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. In the event the employee is unable to complete the forms due to the injury or illness, the Chief of Police will complete and submit the required forms on behalf of the employee.

**12.6.4 Use of Sick Leave Credits:** A full-time employee may draw from the employee's accumulated sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement Workers' Compensation.

**12.6.5 Continuation of Medical Insurance:** The Employer will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Employer will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the Employer contribution will cease; however, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

In the event a controverted claim is awarded to the employee and the employee is thereby re-credited with sick leave in accordance with 12.4.4 above, the employee will be reimbursed for any medical insurance premium payments that may have been paid under the "full-pay status" provisions set forth in the preceding paragraph.

## **12.7 Short-Term Disability Insurance**

**12.7.1 Coverage:** The Employer will make available a short-term disability insurance plan in accordance with the New York State Disability Benefits Law for non-job related injury or illness to each eligible full-time employee. Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**12.7.2 Plan:** The Employer may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

**12.7.3 Premium Payment:** The Employer will pay the full premium for short-term disability insurance for each eligible employee.

**12.7.4 Reporting of Injury:** The employee should submit a written report of the injury or illness, on the proper form, to the Chief of Police within twenty-four hours of the occurrence.

**12.7.5 Use of Sick Leave Credits:** A full-time employee may draw from the employee's accumulated sick leave credits in conjunction with short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement short-term disability.

**12.7.6 Continuation of Medical Insurance:** The Employer will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Employer will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the Employer contribution will cease; however, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

## **13 GENERAL PROVISIONS**

### **13.1 Uniforms and Equipment**

**13.1.1 Police Officers:** The Employer shall provide each police officer with uniforms and equipment as set forth in Appendix B of this collective bargaining agreement. The Employer shall provide drop-off cleaning services for issued uniforms.

**13.1.2 Telecommunicators:** The Employer shall provide each telecommunicator with uniforms and equipment as set forth in Appendix C of this collective bargaining agreement.

**13.1.3 Termination of Employment:** An employee must return all uniforms and equipment upon termination of employment. The replacement cost of any article or item not returned shall be deducted from the employee's final pay.

### **13.2 Town Facilities, Equipment and Tools**

**13.2.1 Office Tools and Equipment:** An employee may not use computers, fax machines and copiers for personal use or for furtherance of any business or personal financial gain.

**13.2.2 Mechanical Tools and Equipment:** An employee may not use any Town garage, equipment or tools for personal use.

### **13.3 Automobile Expenses**

**13.3.1 Mileage Allowance:** In the event an employee is directed by the Chief of Police to use the employee's own automobile for Town business, the Employer shall reimburse the employee at the then current mileage rate set by the Internal Revenue Service. All required documentation and corresponding receipts must be submitted to the Chief of Police for reimbursement.

### **13.4 Education Assistance**

**13.4.1 Eligible Expenses:** With prior authorization by the Town Board, a full-time employee will be reimbursed for fifty percent of the costs of tuition and books actually paid by the employee for up to nine credit hours per calendar year. Each course of study must be career related and be pre-approved by the Chief of Police. To be eligible for reimbursement for a given course, the employee must receive a grade of 3.0 or above.

### **13.5 Drug & Alcohol Testing**

**13.5.1 Substance Testing Policy:** Each employee shall be subject to the provisions of the "Omnibus Transportation Employee Testing Act of 1991, Controlled Substances and Alcohol Use and Testing" as outlined by the Department of Transportation in 49 CFR Parts 40, 382, and 391 of the Code of Federal Regulations. The Employer will develop policies and procedures with respect to meeting these regulations, which shall be provided to each employee.

### **13.6 Transitional Duty Program**

**13.6.1 Preamble:** The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled due to an on-the-job or off-the-job injury to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position the Chief of Police may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

**13.6.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less and the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of a medical examination ordered by the Town. The Town shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations.

**13.6.3 Transitional Duty Assignment:** The assignment may not necessarily correspond with the employee's regular police job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location. All assignments will be on the employee's bid shift unless there is mutual agreement between employee and the Chief to work different hours.

**13.6.4 Wages and Benefits:** While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to full-time employees set forth in this collective bargaining agreement.

**13.6.5 Duration of Assignment:** A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

## **14 RETIREMENT**

### **14.1 Pension Plan**

**14.1.1** The Town Board will adopt plan 384-d of the New York State and Local Police and Fire Retirement System that will allow the Officers to retire with half of your final average salary after twenty years of service.

### **14.2 Retiree Medical Insurance**

**14.2.1 Coverage:** The Employer offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Employer's medical insurance plan on the retiree's last date of employment with the Employer. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the required contribution toward the cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

**14.2.2 Eligibility:** To be eligible for coverage, the retiree must meet all of these requirements: 1) have at least twenty years of service with the Employer; 2) have retired directly from the Employer; and, 3) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

**14.2.3 Plan:** For a retiree who is not eligible for Medicare, the Employer will make available the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active members of the bargaining unit, as if the retiree were still actively employed by the Employer.

**14.2.4 Medicare:** Coverage under a medical insurance plan made available through the Employer will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change the medical insurance and prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Employer. The Employer will NOT reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

**14.2.5 Premium Payment:** For an eligible retiree who has at least thirty years of service with the Employer, the Employer will pay the full premium of the medical insurance and prescription drug plan for individual coverage and 75% of the additional cost for two-person coverage (consequently, the retiree must pay 25% of the difference between the premium for individual coverage and family coverage).

For an eligible retiree who has at least twenty-five years of service with the Employer, the Employer will pay the full premium of the medical insurance and prescription drug plan for individual coverage and 50% of the additional cost for two-person coverage (consequently, the retiree must pay 50% of the difference between the premium for individual coverage and family coverage).

For an eligible retiree who has at least twenty years of service with the Employer, the Employer will pay 80% of the premium of the medical insurance and prescription drug plan for individual coverage and 50% of the additional cost for two-person coverage (consequently, the retiree must pay 50% of the difference between the premium for individual coverage and family coverage).

## **15 EXECUTION OF AGREEMENT**

### **15.1 Duration of Agreement**

**15.1.1** This collective bargaining agreement shall be effective from January 1, 2009 through December 31, 2010, unless otherwise agreed to by the parties.

### **15.2 Savings Clause**

**15.2.1** Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

**15.2.2** Upon the issuance of such decision, the Employer and the union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

### **15.3 Legislative Action**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **15.4 Execution of Agreement**

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on February 8, 2010.

**TOWN OF COEYMANS**

**COUNCIL 82, AFSCME**

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**Henry C. Traver**  
**Town Supervisor**

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**Joe Dunn**  
**Local President**

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**Richard N. Touchette**  
**Town Board Member**  
**Liaison for Personnel Matters**

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**Richard Stevens**  
**Council 82**

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**Michael A. Richardson**  
**Labor Relations Consultant**



## APPENDIX A - WAGE SCHEDULE

<b>Full-Time Police Officer</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
Academy	\$15.60	\$15.99
Post Academy	\$17.16	\$17.59
Start of 2nd	\$18.88	\$19.35
Start of 3rd	\$20.76	\$21.28
Start of 5th	\$22.84	\$23.41
Start of 7 <sup>th</sup>	\$25.13	\$25.75
Start of 11 <sup>th</sup> (longevity)	\$25.43	\$26.05
Start of 16 <sup>th</sup> (longevity)	\$25.48	\$26.10
Start of 21 <sup>st</sup> (longevity)	\$25.93	\$26.55
<hr/>		
<b>Sergeant</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
Job Rate (10% above PO)	\$27.64	\$28.33
Start of 11 <sup>th</sup> (longevity)	\$27.94	\$28.63
Start of 16 <sup>th</sup> (longevity)	\$27.99	\$28.68
Start of 21 <sup>st</sup> (longevity)	\$28.44	\$29.13
<hr/>		
<b>Part-Time Police Officer</b>		
<b>Hired after 1-1-2006</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
Academy	\$15.60	\$15.83
Post Academy	\$17.16	\$17.42
Complete 1040	\$18.88	\$19.16
Complete 2080	\$20.76	\$21.08
<hr/>		
<b>Part-Time Police Officer</b>		
<b>Hired before 1-1-2006</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
	\$21.58	\$21.90
<hr/>		
<b>Full-Time Telecommunicators</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
Start of 1 <sup>st</sup>	\$17.08	\$17.50
Start of 2 <sup>nd</sup>	\$18.30	\$18.76
Start of 3 <sup>rd</sup>	\$19.69	\$20.19
Start of 11 <sup>th</sup> (longevity)	\$19.99	\$20.49
Start of 16 <sup>th</sup> (longevity)	\$20.04	\$20.54
Start of 21 <sup>st</sup> (longevity)	\$20.14	\$20.64
<hr/>		
<b>Part-Time Telecommunicators</b>	<b>1/1/2009</b>	<b>1/1/2010</b>
Start of 1 <sup>st</sup>	\$15.77	\$16.01
Start of 2 <sup>nd</sup>	\$17.00	\$17.25
Start of 3 <sup>rd</sup>	\$18.38	\$18.65

## APPENDIX A WAGE SCHEDULE - Continued

**Longevity Stipend:** The following is a verbal description of how the longevity stipend is calculated into the wage schedule.

At the start of an employee's eleventh year of cumulative, continuous full-time employment, the employee will receive \$0.30 per hour in addition to the employee's base wage.

At the start of an employee's sixteenth year of cumulative, continuous full-time employment, the employee will receive \$0.35 per hour in addition to the employee's base wage.

At the start of a police officer's twenty-first year of cumulative, continuous full-time employment, the employee will receive \$0.80 per hour in addition to the employee's base wage.

At the start of a telecommunicator's twenty-first year of cumulative, continuous full-time employment, the employee will receive \$0.45 per hour in addition to the employee's base wage.

## **APPENDIX B POLICE OFFICERS UNIFORMS & EQUIPMENT**

One winter jacket

One pair body armor panels with one inside carrier and one exterior carrier

Five pair class A trousers (full-time)

Two pair class A trousers (part-time)

Five long-sleeve class A shirts (full-time)

Two long-sleeve class A shirts (part-time)

Five short-sleeve class A shirts (full-time)

Two short-sleeve class A shirts (part-time)

Fatigue as required by the Academy only

One class A headgear (Stetson or equivalent)

One uniform tie

One uniform belt

One raincoat and hat cover

Footwear up to \$100.00

One gun-belt

One holster

One double magazine case

One set handcuffs with case and key

One baton and baton ring

One service firearm with ammunition

One traffic vest

One name tag

One set collar brass

One tie clip

One police badge and identification card

## **APPENDIX C TELECOMMUNICATORS UNIFORMS**

Five polo type shirts (full-time telecommunicators)

Two polo type shirts (part-time telecommunicators)

## **Memorandums of Agreement**

An employee that was hired before January 1, 1996 who has less than twenty years of service and is at least age 62 will be considered to be eligible for retiree medical insurance.